

**EXHIBIT A
OPERATING PLAN**

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I. INTRODUCTION

This Operating Plan between Best's Studio, Inc. dba The Ansel Adams Gallery® (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Yosemite National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area.

Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

II. DEFINITIONS

In addition to all defined terms contained in the Contract, its Exhibits, and 36 CFR 51, the following definitions apply to this Operating Plan:

Affirmative Acquisition. Donating, buying, or purchasing preference of a product over a similar product because of certain characteristics or properties.

Environmental Purchasing. The affirmative acquisition of Environmentally Preferable products.

Environmentally Preferable. Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of the product or service.

Facility Operations (FO). Work activities performed on a recurring basis throughout the year which intends to meet routine, daily Service operational needs and sustain authorized Visitor Service operations. Typical work performed under operations includes janitorial and custodial services, snow removal, operation or purchase of utilities, (water, sewer, electricity), grounds-keeping, etc.

Feasible. The ability to provide the equipment, materials or procedures because they are technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

Hazardous Substance. Any hazardous waste, hazardous chemical or hazardous material as defined under 40 Code of Federal Regulations (CFR), Part 261, US Occupational Safety and Health Administration (OSHA) in 29 CFR 1910, 1200 or 40 CFR 171, respectively.

Hazardous Waste. Any waste defined as such under 40 CFR 261 - 265.

Incidental. A spill or release of a hazardous substance, which does not pose a significant safety or health hazard to employees in the immediate vicinity or to the employee cleaning it up, nor does it have the potential to become an emergency within a short time frame. Incidental releases are limited in quantity, exposure potential, or toxicity and present minor safety or health hazards to employees in the immediate work area or those assigned to clean them up. Employees who are familiar with the hazards of the chemicals with which they are working may safely clean up an incidental spill.

Post-consumer Material. Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.

Recycling. The act of producing new products or materials from previously used and collected materials.

Sustainable Practices/Principles. Those choices/decisions, actions and ethics that will best achieve ecological/biological integrity; protect qualities and functions of air, water, soil, and other aspects of the natural environment; and preservation of human cultures. Sustainable practices allow for use and enjoyment by the current generation, while ensuring that future generations will have the same opportunities.

Universal Waste. Any Waste as defined under 40 CFR 273.

Waste Prevention. Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste Reduction. Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and Environmentally Preferable products.

III. RESPONSIBILITIES

A. Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:

- a) Has the authority and the managerial experience for operating the Concession Facilities and services required under the Contract;
- b) Will employ a staff with the expertise and training to operate all services authorized under the Contract;
- c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
- d) Has the responsibility for implementing the policies and directives of the Service.

B. Service

The Superintendent is the Service manager with responsibility for all Area operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates concessioner activities related to the Area. This includes:

- a) Evaluation of concessioner services and facilities;
- b) Review and approval of rates charged for all commercial services;
- c) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.

IV. GENERAL OPERATING STANDARDS AND REQUIREMENTS

A. Schedule of Operation

The Concessioner will be open for business daily on a year-round basis at a minimum from 10:00 a.m. to 5:00 p.m. with extended hours in the summer. The Service will make every effort to inform the Concessioner of any schedule change that it may initiate due to weather, natural disasters, repair of infrastructure or other reasons.

B. Rate Determination and Approval Process

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with the provisions of Section 3(e) of the Contract, including (without limitation) Section 3(e)'s requirements regarding approval by the Service of the rates and charges set. The reasonableness and appropriateness of rates and charges under this Contract shall be determined, unless and until a different rate determination is specified by the Service, using the methodologies set out below. As used in this Operating Plan, each of the specified methodologies has the same meaning as that set out in the National Park Service Concession Management Rate Administration Guide (July 2010) ("Rate Administration Guide") as it may be amended, supplemented or superseded throughout the term of this Operating Plan.
 - a) The Merchandise Pricing Method will be used for convenience items such as film, batteries, and publications. This rate approval method uses industry gross margins by product category obtained through a nationally recognized source, the National Association of Convenience Stores (NACS). Each year, the NACS publishes a State of the Industry (SOI) Annual Report that includes gross margin percentages by product category used to determine mark-up percentages. The use of this source ensures comparability with the private sector.
 - b) The Competitive Market Declaration (CMD) rate method will be used for all merchandise items including photographic and art supplies and equipment, photographic and art work, and handicrafts. CMD will also be used for all services, including photographic equipment rentals, instruction programs, workshops, photo processing, and framing services.
- (2) *Rate Approval.*
 - a) Approval Timing. The Service will approve, disapprove or adjust rates. Requests for rate approvals should be submitted well in advance of their intended rate date, as major changes will require at a minimum 60 days for review and response by the Superintendent. Should special conditions require a quicker than normal response, the Concessioner will clearly explain these conditions in writing in the request. New rates will not be implemented until approved in writing by the Superintendent.
 - b) Approved Rate Posting. The Concessioner will prominently post all rates for goods and services provided to the visiting public.
- (3) *Reduced Rates for Service Employees.* Goods and services may not be provided to government employees or their families without charge or at reduced rates, except as equally available to the general public.
- (4) *Discounted Items.* If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities or condiments, or because of poor service or other conditions), item or service will be discounted. This should not be construed to condone shortages or "running out" of items on a regular basis and should be used only in unavoidable situations.

C. Purchasing

- (1) *Competitive Purchasing.* The concessioner may purchase from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price.
- (2) *Discounts.* The Concessioner will take advantage of all available trade, cash and quantity discounts and rebates. Depending on the method of rate approval, the Concessioner will pass these savings through to the consumer.
- (3) *Environmental.* The Concessioner will purchase Environmentally Preferable products whenever available and feasible.

D. Evaluations

The Service and the Concessioner will separately inspect and monitor Concession Facilities and services with respect to Applicable Laws, applicable standards, authorized rates, safety, fire safety, impacts on cultural and natural resources, correction of operating deficiencies, responsiveness to visitor comments, and compliance with the Contract including its Exhibits.

The Concessioner will work with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections and will perform such correction and implementation within the dates agreed.

The Concessioner will be responsible for correction of deficiencies and abatement plans within dates agreed to with the Service.

- (1) *Environmental Evaluations.*
 - a) Service Environmental Management Evaluations. The Service will conduct environmental management evaluations. Results of this evaluation will be discussed in the Annual Overall Rating.
 - b) Service Environmental Audits. The Service may conduct environmental audits of Concession Facilities and operations based on the Service Environmental Audit Program. This data will be incorporated into the Annual Overall Rating. The Concessioner will be required to close audit findings within the timeframe specified in the Environmental Audit Report.
 - c) Concessioner Environmental Evaluations. The Concessioner must self-assess its performance under its Environmental Management Program (EMP) at least annually per Section 6(b) of the Contract.
- (2) *Annual Overall Rating.* The Service will determine and provide the Concessioner with an Annual Overall Rating by **March 1** for the preceding calendar year. The Annual Overall Rating will include a Contract Compliance Report and rating and an Operational Performance Report and rating.
 - a) Contract Compliance Report. The Contract Compliance Report and rating will consider such items as timely submission of the Annual Financial Report, timely submission of proof of general liability, timely and accurate submission of franchise fees, and liability, property, automobile, and workers compensation insurance.
 - b) Operational Compliance Report. The Operational Compliance Report and rating will consider such things as the evaluation of the Concessioners Risk Management Program and Periodic Operational Evaluations.
 - i. Risk Management Program Evaluation.

- The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program. Safety will also be a component of Periodic Operational Evaluations.
- Safety Inspections. The Concessioner will perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan. The Concessioner will ensure employee compliance with health, fire, and safety code regulations as well as Service policies and guidelines.
- ii. Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of concession services and Concession Facilities. The Service will evaluate concession services to ensure conformance to applicable operational standards. The Service will also evaluate the conformance of the Concession Facilities to the established Maintenance Plan. The Concessioner will be contacted at the time of these evaluations so that a representative of the Concessioner may accompany the evaluator.

E. Other Operating Standards and Requirements

(1) *Fire and Life Safety Systems Policy and Procedures.*

- a) Service Responsibilities. The Service is the Authority Having Jurisdiction (AHJ) for all structural fire and life safety issues on federal lands administered by the National Park Service. The Service will conduct fire and life safety inspections as required and in accordance with Departmental Manual 58. The location manager will be contacted at the time of facility inspections so that a representative of the Concessioner may accompany the Service evaluator.
- b) Concessioner Responsibilities. The Concessioner will have a qualified structural fire professional licensed by the State or approved by the Service perform interior and exterior fire inspections of all concession buildings within 30 days of initial occupancy and on an annual basis thereafter. Written records, verifying the completion of such inspections, will be maintained by the Concessioner and provided to the Service. The Concessioner will contract with qualified professionals to conduct fire extinguisher inspections. The Concessioner will, in coordination by the Service, conduct the periodic inspection, testing and maintenance of fire and life safety systems and devices, as required by and in compliance with applicable National Fire Protection Association Codes and Standards. These systems and devices include but are not limited to:
 - i. Fire Alarm and Notification Systems
 - ii. Fire Suppression Systems
 - iii. Fire Extinguishers
 - iv. Emergency Lighting
 - v. Illuminated Exit Signs
 - vi. Smoke Detectors
- c) Monthly inspections. The Concessioner shall ensure all listed devices are inspected on a monthly basis during the operating season. Fire extinguisher and other fire detection and control device inspections must be documented on the paper tag attached to the device, or if no tag exists, written records must be kept by the Concessioner and be available to the Service upon request. A proactive program must include prompt repair or replacement of extinguishers or fire control devices that are not functioning properly. Monthly inspections will include a visual check for the following:
 - i. Fire extinguisher mounted in a proper place.
 - ii. Access and visibility not obstructed.
 - iii. Operating instructions facing outward.
 - iv. Seals or other tamper indicators intact.
 - v. Pressure gauge in normal range.

- vi. No physical damage.
 - vii. Extinguisher shaken to loosen chemical agent and prevent caking.
 - viii. Electrical components are in working condition.
 - ix. Sprinkler system is accessible at all times. Sprinkler heads are free from hanging items or other exterior obstructions.
 - x. Function testing of alarm systems
- d) Fire Drills. The Concessioner will conduct routine fire drills of buildings as required by NPS Reference Manual #58 (Structural Fire Management) as it may be amended, supplemented or superseded throughout the term of this Operating Plan
- e) Employee Housing Inspections. The Concessioner will inspect employee quarters for fire and safety compliance within 30 days of an employee's initial occupancy. Occupancy levels will be recommended by the Concessioner and approved by the Service. The Concessioner will not exceed these occupancy levels.
- (2) *Visitor Comments*. The Concessioner will make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing, and overall Area experience. It will be the responsibility of the Concessioner to ensure that an adequate inventory of comment cards is available at appropriate locations within its facility at all times.
- a) The Concessioner will investigate and respond to all visitor complaints regarding its services. Visitor comments that allege misconduct by concession or Service employees, pertain to the safety of visitors or Service employees, or concern the safety of Area resources will be provided to the Service upon receipt.
 - b) The Concessioner will forward to the Superintendent a monthly summary and end of season year-to-date tabulation of all comments and/or complaints received on comment cards or any other form of documentation. Individual comments must be provided upon request.
 - c) The Service will forward to the Concessioner any comments and/or complaints received regarding the Concession Facilities or services. The Concessioner will investigate and make an initial response to any complaints within 48 hours. The Concessioner will provide a copy of responses to the Superintendent, and a copy of any Service responses will be forwarded to the Concessioner within ten business days.
- (3) *Interpretive Audit Program*. The Service will regularly evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes.

F. General Policies

- (1) *Facilities Use*.
- a) Concession Facilities may not be used for activities or services that do not directly and exclusively support contractual services authorized by the Contract without written permission from the Service.
 - b) Smoking Policy. Concession Facilities must comply with current Service policies and the Superintendent's Compendium (36 CFR §2.21-Smoking). The following are closed to smoking:
 - All public buildings and public areas of concession buildings (including restrooms).
 - Within 25 feet of any entrance or exit primarily accessed by the visiting public.

- c) Compliance with Americans with Disabilities Act (ADA). Facilities that are either newly constructed or are renovated will meet the ADA Accessibility Guidelines (ADAAG). (Information related to ADAAG can be found at <http://www.accessboard.gov/adaag/html/adaag.htm>). An Accessibility Evaluation for Ansel Adams Gallery – Yosemite National Park was prepared by JQP, Inc., 2002 for use by the Concessioner in meeting the ADAAG. This evaluation is available upon request from the Service.
- (2) *Lost and Found.* The Concessioner will establish and provide an effective program for handling lost and found or unattended property in the Concession Facilities within 60 days of execution of the Contract. This program will include property that may have been abandoned by Concession employees. Items lost or found within the Concession Facilities will be processed as follows:
 - a) Found items will be tagged at the facility where they are found or turned in by completing a lost and found report, which identifies the item, date, location and name of finder.
 - b) A lost and found report will be completed indicating name, address and telephone number of the person reporting a lost item, description of the item, date and location of loss, and the name of the person taking the report.
 - c) The Concessioner will hold all found property for 60 days. Efforts will be made to return found items to the owner within the 60-day period.
 - d) No items will be released without claimant providing proper identification of the item, name, address, and signature of receipt.
 - e) All unclaimed items will be sent to the Service where usable items will be donated to a charitable non-profit organization and items of little or no value may be destroyed. Disposition of items will be noted on the lost and found report.
 - f) Lost and found reports will be retained by the Concessioner for 3 years.
 - g) For items found outside the Concession Facilities, finders shall be instructed to contact the Service Lost and Found Office at 209-379-1001 to be further processed by the Service.
- (3) *Vehicles.*
 - a) Licensing, Insurance, Maintenance and Registration. All vehicular equipment used by the Concessioner and its employees used in performing service under the Contract, will be properly registered, licensed, insured, and maintained in accordance with all Applicable Laws. Records will be made available to the Service upon request. Current proof of insurance is required in the amount stated in the Contract, Exhibit F, Insurance Requirements.
 - b) Parking. The Concessioner will ensure no maintenance of vehicular equipment may occur within the Concession Facilities. Parking of vehicles by the public and/or the Concessioner and its employees occurs only in designated locations approved by the Service. Egress in or out of the designated parking locations will be maintained at all times.
 - c) Abandoned Vehicles. The Concessioner will notify the Service of abandoned vehicles within its Concession Facilities, which may include Concessioner employee vehicles. Concessioner employee vehicles will be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner will take necessary steps to remove abandoned property in a timely manner.
- (4) *Interactions with Wildlife.*
 - a) The feeding of wildlife within the Area is prohibited. The Concessioner will not encourage the feeding of wildlife at any facility within its Concession Facilities by displaying food in such a manner that may imply approval of the feeding of wildlife. This includes the placing of birdfeeders. Waste and garbage disposal containers will be located at the entrance to the

Concession Facilities. Waste and garbage disposal containers, such as trash cans and dumpsters located at the exterior of any facility, will be bear resistant and pest-proof. Preventive measures will be in place for Hantavirus.

- b) The Concessioner and their employees will notify the Wildlife Management Office at (209) 372-0476 of all bear incidents immediately and sightings as soon as possible.

G. Staffing and Employment

(1) Concessioner Hiring.

- a) The Concessioner will hire a sufficient number of employees to ensure at least satisfactory services during the year.
- b) The Concessioner will attempt to offer its employees a full workweek whenever possible. Prior to employment, the Concessioner will inform employees of the possibility that less-than-full-time employment may occur during slow periods. All applicable requirements of the Federal and State labor laws and regulations will be met.
- c) The Concessioner will establish hiring policies that will include appropriate background reviews of applicants for employment. The Concessioner will not hire any person known to have an outstanding warrant for arrest and will make reasonable efforts to secure this information prior to hiring new employees.
- d) The Concessioner shall formally inform employees and potential employees that any individuals required to register with the county sheriff's office in accordance with California Health and Safety Code 11590 (drug offenders) and California Penal Code 290 (sex offenders) must register with the Chief Park Ranger Office.

(2) Employee Housing.

- a) Employee housing assigned to the Concessioner consists of three dwellings in Yosemite Valley. The first dwelling in Yosemite Valley is an attached residence of the Gallery/Studio (#900), located on the second floor of the Studio (retail) building. A second dwelling (#902) is a small, studio duplex. The third housing unit (#904) has been used by multiple residents and as a single family dwelling with two bedrooms and one and a half bathrooms. Employee parking, part of the Concession Facilities, is available for residential and business use. The Concessioner will inspect all quarters for fire and safety compliance within thirty (30) days of initial occupancy of a resident.
- b) The Concessioner must maintain and repair all Concession employee housing and related facilities, fixtures, and furnishings. The Concessioner must ensure that Concession employee housing achieves the goals described in the Concessions Management Guidelines (as it may be amended, supplemented or superseded throughout the term of this Operating Plan) and the Concessioner's employee housing policy.
- c) The Concessioner must monitor employee housing for compliance with fire, health, and safety codes and National Park Service policies and guidelines (as these may be amended, supplemented, or superseded throughout the term of this Operating Plan).
- d) The Concessioner must inspect and clean heating systems on a periodic basis and before each new occupancy.
- e) Waste and garbage disposal containers will be bear resistant and pest-proof. Dumpsters must be clipped to prevent bears and/or other wildlife from accessing food and trash.

- f) Employees who reside in employee housing must be informed of regulations and policies through employee orientation, employee handbook, memoranda, employee newsletters and/or health and safety inspections. Employees residing within Yosemite National Park are subject to Service policies.
 - g) The Concessioner will enforce quiet hours between the hours of 10:00 p.m. and 6:00 a.m. in the Concession employee housing areas.
- (3) *Employee/Staffing Practices.*
 - a) All employees dealing with the general public shall wear uniforms or standardized clothing with their own personal nametag. Employees will project a hospitable, friendly, helpful, positive attitude, be capable and willing to answer visitors' questions, and provide visitor assistance. The Concessioner shall ensure consistent application of this practice.
 - b) The Concessioner shall have an affirmative action plan, as required by law, and shall post the plan in the office and work area.
- (4) *Service Employees and Families.*
 - a) Federal law prohibits government employees from making recommendations, decisions, or approvals relating to applications, contracts, controversies, or other matters in which the employee or the employee's spouse or minor child has a financial interest. Service employees may not make decisions, approvals, or recommendations related to concession activities when their spouse or dependent child is employed by a Concessioner in that particular park. For example, the spouse or dependent child of the Superintendent, Deputy Superintendent, commercial services staff, environmental manager, Safety Officer, or Service Sanitarian may not be employed by a Concessioner in the specific park in which the NPS employee works. The Concessioner will not employ in any status any other Service employee, his/her spouse, or minor children without the written consent of the Superintendent.
- (5) *Training Program.*
 - a) The Concessioner will provide employee orientation and training and will inform employees of Service regulations and requirements that affect their employment and activities while residing and working in the Area. Additional orientation will be conducted by the Concessioner with Service participation as appropriate.
 - b) The Concessioner will provide adequate, applicable training (hospitality, environmental, etc.) to each employee prior to job assignments and working with the public.
 - c) The Concessioner will provide appropriate training for employees who have direct visitor contact and/or who provide educational or instructional programs. Direction and emphasis on this program should incorporate the park's Comprehensive Interpretive Plan. Service Interpretive staff may be available to work with the Concessioner to improve the methods of preparing and presenting effective interpretive information.
 - d) An employee handbook which will specifically identify the policies and regulations of the Concessioner and the Service will be developed and provided to the Service for review within 30 days of execution of the Contract and prior to distribution to employees to assure consistency with all Area rules and regulations. Updates to the handbook will be submitted to the Service for a 30-day review.
- (6) *Service Entrance Passes.*
 - a) The Concessioner will contact the Fee Management Office at (209) 372-0406 to obtain entrance passes for permanent and seasonal employees.
 - b) All passes remain the property of the U.S. Government and will be surrendered upon termination of employment.

H. Protection of Cultural, Historic, and Archeological Resources

The Concessioner shall ensure the protection and preservation of all cultural, historic, and archeological resources. Historic and cultural resources shall be operated and managed in accordance with Applicable Laws. Any action taken to change or disturb historic and cultural resources shall be performed only with prior approval of the Director and upon such terms and conditions as the Director deems necessary. Any protected sites and archeological resources within the Area shall not be disturbed or damaged by the Concessioner, including the Concessioner's employees, agents and contractors, except in accordance with Applicable Laws, and only with the prior written approval of the Director. Discoveries of any archeological resources by the Concessioner shall be promptly reported to the Director. The Concessioner shall cease work or other disturbance which may impact any protected site or archeological resource until the Director grants approval, upon such terms and conditions as the Director deems necessary, to continue such work or other disturbance.

V. RISK MANAGEMENT PROGRAM

A. Documented Risk Management Program

The Concessioner will develop, maintain, and implement a Concessioner Risk Management Program that is in accordance with the Occupational Safety and Health Act and Director's Order #50B, Occupational Safety and Health Program. The Concessioner will submit its initial plan to the Superintendent within one hundred twenty (120) days of Contract execution and annually thereafter by November 30 of each year. The Concessioner will update its Risk Management Program to comply with Applicable Laws. The basic elements that must be addressed in the Concessioner Risk Management Program are:

- (1) Administration
- (2) Inspections
- (3) Deficiency Classification and Hazards Abatement Schedules
- (4) Accident Reporting and Investigation
- (5) Public Safety Awareness
- (6) Training
- (7) Emergency Procedures

B. Emergency Response

- (1) *General.* The Concessioner will work with the Service to develop plans and procedures for handling emergency situations, such as fires, hazardous materials spills, earthquakes, falling trees, and other visitor or employee safety issues.
- (2) *National Park Service Plans.* The Concessioner will be familiar with the Service's Emergency Response Plan. A copy will be provided upon request.
- (3) *Reporting.*
 - a) The Concessioner will notify the Service immediately when a release of a hazardous substance occurs. Proper safety actions must be implemented immediately in accordance with the Concessioner's Emergency Response Plans and procedures.
 - b) The Concessioner will submit all Emergency Planning and Community Right-to-Know (EPCRA) reports required under Applicable Laws to the Service in accordance with Section 6d of the Contract.
 - c) The Concessioner will also submit to the Service, upon request, applicable hazardous materials storage and toxic release information necessary for Service EPCRA reporting.

VI. ENVIRONMENTAL MANAGEMENT PROGRAM

A. Environmental Practices.

- (1) The Concessioner will seek ways to develop quality facilities and services. The Concessioner will encourage companies and businesses it does business with, to provide cleaner technologies and safer alternatives to toxic and hazardous materials and to develop innovative technology.
- (2) *Water and Energy Efficiency.* The Concessioner will consider water and energy efficiency in all Facility Management practices and integrate energy conserving measures whenever feasible.
 - a) Each year through the contract term, the Concessioner will report to the Service annually its electrical use by building and source, and identify year on year changes.
 - b) The Concessioner will subsidize the purchase of Compact Florescent Light (CFL) bulbs for residential use.
 - c) The Concessioner will research the availability and test the efficiency of LED lights every two years.
- (3) *Sustainable Design.* The Concessioner will incorporate sustainable design practices to the maximum extent practical. These practices will be consistent with the current NPS guidelines, including but not limited to, National Park Service Guiding Principles of Sustainable Design (September 1993), Executive Order 13423 – Strengthening Federal Environmental, Energy, and Transportation Management (January, 2007), and other approved guidance as provided to the Concessioner. Specific sustainable design maintenance goals to be considered in routine Concessioner maintenance include, at a minimum, the following:
 - a) Ensuring that the viability, integrity, and diversity of natural systems are protected, undiminished, and maintained;
 - b) Consuming minimal natural resources, such as energy, water, and fuel;
 - c) Ensuring that resources that are used are as clean or cleaner at the end of use as at the beginning;
 - d) Minimizing the amount of solid waste generated;
 - e) Ensuring that natural soundscapes and dark skies are undiminished; and
 - f) Using Environmentally Preferable technologies that have minimal negative impacts on human health and the environment.
- (4) *Universal Design.* The Concessioner will incorporate universal design practices to the maximum extent practical.
- (5) *Environmental Protection.* Where feasible and available, the Concessioner will utilize Environmentally Preferable products and materials. The Concessioner will minimize use of hazardous chemicals in its operation.

B. Environmental Purchasing

Where feasible and appropriate, the Concessioner shall implement a green procurement program (e.g., purchase and use of Environmentally Preferable products and equipment that contain the least hazardous materials and are less toxic, are the most biodegradable, are made with recycled content, have less packaging, are less polluting, energy efficient, etc.). This program should consider all materials used in concessioner operations (e.g., maintenance, janitorial, vehicles and equipment) and retail sales.

C. Hazardous Materials and Hazardous Waste Program**(1) General**

- a) Hazardous chemical refers to any chemical which is a physical or health hazard, as defined by Applicable Laws, including without limitation 29 CFR 1910.1200.
- b) The Concessioner will maintain health and safety standards and take necessary mitigation and corrective measures to assure healthy working and living environments in all Concession Facilities.
- c) The Concessioner's designated employees will attend hazardous materials and waste management training as made available by the Service or through outside sources. Training will include Hazardous Communication Standard for employees who may be exposed to chemical hazards on the job site and Hazardous Waste Operations and Emergency Response Standard for employees who may be exposed to hazardous substances in certain specific job-related duties. Hazardous materials refers to a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under Applicable Laws, including without limitation 49 USC 5103, and 49 CFR 171. A hazardous substance refers to any hazardous waste, hazardous chemical or hazardous material.

(2) Hazardous Substances

- a) The Concessioner will be familiar with its obligations under Section 6 of the Contract.
- b) The Concessioner's Environmental Management Program (EMP) will include its approach to stopping, containing and cleaning up hazardous substance spills and releases, whether incidental or non-incidental.
- c) Individual fleet and public service vehicles with a load rating greater than two tons should carry, at minimum, enough absorbent materials to effectively immobilize the total volume of fluids contained within the vehicle. Vehicles and operators transporting hazardous materials must be Department of Transportation (DOT) certified and/or registered, and operators must be knowledgeable of local emergency response and personal safety protocol.
- d) Reduction. The Concessioner will implement hazardous material reduction to minimize and eventually eliminate use of hazardous materials and chemicals in its operation.
- e) Inventory. The Concessioner will submit to the Service, at least annually by October 1, a list of hazardous chemicals identified by the Occupational Safety and Health Administration (OSHA) used or stored in the Area by the Concessioner. Material Safety Data Sheets will be submitted for each of the hazardous chemicals identified and listed.
- f) Standard Operating Procedures (SOP). The Concessioner will develop and implement an NPS-approved documented standard operating procedure for the handling and storage of hazardous substances by location. The Concessioner will submit to the Service an updated SOP whenever changes are made.
- g) Spill Prevention. The Concessioner's Environmental Management Program (EMP) must include (without limiting any of the requirements of Section 6 of the Contract) its approach to stopping, containing and cleaning up hazardous substance spills and releases, whether incidental or non-incidental.
- h) Spill Notification. The Concessioner (in addition to any obligations the Concessioner may have under Applicable Laws to notify regulatory agencies) must notify the Service Dispatch Center without delay when a release of hazardous or non-hazardous chemical or biological product occurs. The Concessioner's obligations with regard to notification of releases, communication

with regulatory agencies, and corrective action are set out in Section 6 of the Contract. Proper corrective, cleanup, and safety actions must be implemented immediately.

- i) Asbestos. The Concessioner is responsible for maintaining all health and safety standards required to operate and work in the presence of asbestos in all assigned buildings and areas. Any repair or replacement of building features containing asbestos will be performed with the written approval of the Superintendent.
- j) Refrigerants. The Concessioner will use EPA-certified technicians to service air conditioning equipment and will adequately document this maintenance activity to be performed in accordance with applicable Federal and State code and regulations.

D. Waste Management

- (1) *Inventory*. The Concessioner will submit to the Service, by October 1 of each year, a list of waste streams generated by the Concessioner in the Area, including mixed solid waste, hazardous waste and any other waste that is regulated.
- (2) *Hazardous and Miscellaneous Maintenance Wastes*. The Concessioner shall develop and implement documented procedures for managing hazardous waste and other wastes containing hazardous substances. For example, used oil should be recycled. Waste antifreeze, fluorescent tubes, batteries of all types and any lab chemicals will be removed from the Area and disposed or recycled in accordance with Applicable Laws.

E. Recycling and Conservation

- (1) *Recycling Program*. The Concessioner will develop, promote and implement a recycling program that fully supports the efforts of the NPS.
 - a) Provide collection bins. Recyclable containers placed outside must be bear resistant. Interim storage of all recyclable materials must be kept indoors to prevent access by bears and other wildlife.
 - b) Provide processing and compaction equipment for the materials collected.
 - c) Removal of all material from the Area and transport to an authorized recycling center.
 - d) The Concessioner will place recycling paper receptacles at cash registers, desks, and shipping/receiving.
- (2) *Use of Recycled Products*. The Concessioner will implement a source reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over single-service items. Polystyrene and plastics will be used as little as possible and then only polystyrene not containing chlorofluorocarbons may be used. Where disposable products are needed, products will be used which have the least impact on the environment. Use of post-consumer recycled products is encouraged whenever possible.
- (3) *Environmentally Preferable Products*. Where practical, the Concessioner will use environmentally preferable "green" products and practices that enhance sustainable operations and development and promote use of recycled oils, tires (re-treads), construction materials, etc. The Concessioner will develop, a list of "green" products acceptable alternatives to utilize for all operations concerned with auto fleet/rental fleet lubricants and coolants; chemical additives to toilets; and construction materials. The list will be made available for NPS review.
- (4) *Water and Energy Conservation*. The Concessioner will implement water and energy conservation measures for each of its operations. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on

the environment. The Concessioner is expected to attain the highest level of sustainability in all levels of operation.

- (5) *Alternative Fuel Vehicles.* The Concessioner should consider using alternative fuel vehicles where applicable.

F. Interpretation on Environmental Management Practices

- (1) The Concessioner shall adopt and implement principles from Leave No Trace and shall incorporate these principles into its field instruction programs.
- (2) The Concessioner shall communicate to visitors the photographic and art business environmental programs such as recycling, water and energy conservation efforts, Environmentally Preferable purchasing for retail sales, etc.

VII. FACILITY OPERATIONS

A. Utilities

- (1) *General.*
 - a) The Concessioner is responsible for contracting with independent suppliers to provide year-round telephone service, data communication networks, and propane. The Concessioner is responsible for direct payment to these suppliers.
 - b) The Concessioner must promptly pay for electricity, fuel, refuse collection, recycling collection, telephone, water or any other utility or services whether provided by governmental authority, public or community service company. Invoices for utility services delivered by the Service will be delivered to the concessioner monthly for payment.

B. Electrical

- (1) The Concessioner shall maintain all secondary electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) within the Concession Facilities, including all fixtures (lamps, cord and equipment) affixed to secondary electrical lines.
- (2) The Concessioner will repair or replace any electrical system damage within the Concession Facilities and/or damage occurring beyond the Concession Facilities that result from negligence by the Concessioner's employees or contractors.
- (3) The Concessioner is responsible for electricity and fixtures in assigned parking lots that service only their facilities.
- (4) The Concessioner will ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code.

C. Water

- (1) The Concessioner will maintain and repair the water system within the Concession Facilities. This maintenance and repair will include, but not be limited to, fire lines (hoses), water pipes, water heaters, faucets, and spigots.
- (2) The Concessioner is responsible for maintaining meters and back flow prevention devices for existing facilities.
- (3) The Concessioner will repair or replace any water system damage within the Concession Facilities and/or damage occurring beyond the Concession Facilities which results from negligence by the Concessioner, the Concessioner's agents, and/or its employees while working or operating equipment.
- (4) The Concessioner is responsible for having approved back flow devices on all outside spigots.

- (5) The Concessioner is responsible for testing for leaks within the Concession Facilities and repairing leaks.

D. Sewage

Within each assigned area, the Concessioner will maintain sewage disposal systems within five feet of the Concession Facilities.

E. Telephone

The Concessioner will repair and maintain on-premises telephone equipment and wiring on the user side of the connections and panels.

F. Exterior and Interior Lighting

The Concessioner is responsible for ensuring that all exterior and interior luminaries provided within the Concession Facilities are performed in accordance with the most recent Service lighting standards. All artificial light will be evaluated for meeting Service resource conservation and management goals. All exterior and interior luminaries must be shielded to avoid light trespass to protect the night sky resource. The Service will approve new interior and exterior lighting. Luminaries that are the personal property of the Concessioner will be replaced if necessary at the expense of the Concessioner to attain Service lighting standards and energy conservation goals.

G. Signs

- (1) The Concessioner is responsible for ensuring that its signs are compatible with NPS sign standards as determined by the Superintendent. All new sign installations shall be approved in advance by the Superintendent. No handwritten signs will be permitted within Concession Facilities.
- (2) Public signs for which the Concessioner is responsible must be appropriately located, accurate, attractive, and well maintained. Signs of a permanent nature shall be prepared in a professional manner, appropriate for the purpose they serve, and consistent with NPS guidelines, including but not limited to, NPS Directors Order 52, Park Signage.
- (3) The Concessioner will be responsible for the installation, maintenance, and replacement of all interior and exterior signs relating to its operations and services within its Concession Facilities. Examples of this responsibility are signs identifying the location of functions (when attached to Concessioner-operated buildings or on grounds assigned to the Concessioner), signs identifying operating services and hours, and signs identifying the Concessioner's rules or policies.
- (4) *Bear Warning Signs.* The Concessioner will provide Service-approved bear warning signs to be placed on garbage cans, dumpsters, and picnic tables within the Concession Facilities.

H. Solid Waste

- (1) *Guidelines.* The Concessioner will develop, promote and implement a litter abatement program. Support will include, but is not limited to, participating in Area-wide litter clean-up events, implementing litter clean-up days within assigned areas, and providing litter free messages on appropriate materials and in appropriate locations.
- (2) *Responsibilities*
 - a) The Concessioner will be responsible for the collection of all litter and garbage and for its disposal within the Concession Facilities at the proper county or other landfill areas. All assigned areas will be kept free of litter, garbage, and abandoned equipment/vehicles.
 - b) All materials generated as solid waste (such as discarded business and household items, including product packaging, grass clippings, bottles, food scraps, newspapers, appliances, paint and

batteries), untreated wood, and tree branches, must be removed from the Area at the Concessioner's expense and disposed of outside the Area.

(3) *Receptacles*

- a) Garbage cans and dumpsters must be in good repair and painted approved colors.
- b) Receptacles will be waterproof, bear-proof, pest-proof, and covered with working lids.
- c) All receptacles will be kept clean, well-maintained and serviceable.

I. Grounds and Landscaping

(1) *Guidelines*

- a) The Concessioner will be responsible for landscaping, grounds care and improvement of the Concession Facilities. A Grounds and Landscape Management Plan will be prepared by the Concessioner for Service approval and updated as required. The first Grounds and Landscape Plan is due 120 days after the effective date of the contract. All plant species used in landscaping must have prior Service approval.
- b) The Concessioner will be responsible for the placing and daily cleaning of cigarette receptacles in the Concession Facilities. The Concessioner will be responsible for keeping the Concession Facilities free and clear at all times of safety hazards (broken glass, sharp objects, etc.).
- c) The control of weeds and pests by chemical and other means is subject to Service approval. The Concessioner will review specific issues with the Area's integrated pest management coordinator.
- d) The Concessioner is responsible for extermination within the Concession Facilities.
- e) The Concessioner will conduct its business and daily activities in such a manner as to minimize impacts on the natural scene. This will involve protecting native vegetation and controlling erosion.
- f) The Concessioner will emphasize water conservation in landscaping operations.
- g) Adequate steps will be taken to prevent the introduction and importation of exotic plants and species into the Area. The Service is available to assist the Concessioner with information concerning approved plant species for landscaping and residential planting purposes.

(2) *Snow Removal.* The Concessioner is responsible for all snow removal within the Concession Facilities including the removal of snow from roads, parking areas, trails, porches, walkways and, if necessary, roofs. Snow and ice will be removed from all areas of pedestrian access including paved areas, porches and stairs so that pedestrian travel is safe for winter conditions. Ice buildup on walkways will be sanded or removed for safety. Any chemical used for removing ice must be approved in advance by the Service. Special requests by the Concessioner for snow removal by the Service will be made through the Concessions Management Office.

(3) *Hazard Tree Removal.* The Concessioner is responsible for removing trees after receiving Service approval. Approval will be granted in accordance with the established Service policy for hazard tree removal. The Concessioner is not authorized to remove hazard trees from the Concession Facilities without the specific approval of the Superintendent or his designated representative, unless there is an imminent hazard.

J. Roads, Trails, Parking Areas, and Walkways

(1) Guidelines

- a) The Concessioner is responsible for debris and hazard removal from roads, parking areas, trails, and walkways within the Concession Facilities.

K. Pest Management

The Concessioner, in consultation with the Service, will develop and implement an Integrated Pest Management Program, (IPMP) that will define the nature and frequency of treatment, approved chemical lists, etc. The IPMP will be submitted to the Superintendent for approval within one year of the effective date of this Contract. The IPMP will be designed to prevent Concession Facility damage using Service approved materials, chemicals and methods. Application of any herbicide or pesticide, or engaging in any pest control or non-native species activity in buildings, residences, or in grounds/landscape materials will be in accordance with the IPMP. The Concessioner will submit to the Superintendent on or before December 31 of each year a Pesticide Request Form requesting approval of anticipated pesticide use for the following year and a Pesticide Use Log which tracks the pesticide use for the current year.

- (1) *Concession Facility Inspection.* A licensed pest control contractor will inspect all Concession Facilities on a regular cycle **not less than every five (5) years**, after an initial inspection. The initial inspection is to be performed **within one year** of the awarding of this Contract. The inspection report will be submitted to the Superintendent.
- (2) *Concession Facility Pest Management.* The Concessioner is responsible for preventing damage to the Concession Facilities by pests. The IPMP will identify specific facility conditions and/or condition deficiencies and identify methods and treatments to prevent facility damage.

VIII. PROTECTION AND SECURITY

All suspected and known criminal violations and all medical emergencies will be reported to the Service Communication Center at 209-379-1992 or 911 (or 9-911 depending on location within the Area).

A. Concessioner Responsibilities

- (1) The Concessioner is authorized to provide such intrusion alarms that the Concessioner determines to be necessary to protect personal property and employees within the Concession Facilities. Any notification to the alarm contractor shall also be relayed to Service Communication Center.
- (2) Alarm systems, if provided, must be in accordance with applicable Service maintenance standards or guidelines for historic preservation.
- (3) At a minimum, the Concessioner is required to have first aid kits in appropriate locations.
- (4) The Concessioner is encouraged to allow employees to attend emergency medical training, including cardio pulmonary resuscitation (CPR), automatic external defibrillator (AED) and First Aid courses.
- (5) The Concessioner will train all concession employees in proper emergency reporting procedures and how to provide essential information, e.g. a call back number at their location.
- (6) The Concessioner has the responsibility to ensure that all Concession Facilities meet Applicable Laws and that appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained in accordance with Applicable Laws, including, but without limitation, National Fire Protection Association standards and National Park Service Resource Manual 58 (RM-58).
- (7) The Concessioner will post a fire evacuation plan in readily accessible locations on each story of the retail facility.

- (8) Fire prevention, protection, and suppression will be primary considerations at all facilities. Structural fires will be suppressed to prevent the loss of human life and limit damage to real property and to cultural and natural resources.
- (9) Any provided alarm system, for the purposes of this contract, will be considered personal property.

B. Service Responsibilities

- (1) The Service has exclusive jurisdiction on all Area lands and all facilities on Area lands including law enforcement, search and rescue, emergency medical services, and structural and wild land fire protection.
- (2) The Service Communication Center will dispatch rangers and emergency personnel.

IX. PUBLIC RELATIONS

A. Required Notices

The Concessioner will prominently post the following:

“This service is operated by (name of concessioner) , a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.

Please address comments to: Superintendent, Don Neubacher
P. O. Box 577
Yosemite National Park
Yosemite, CA 95389”

B. Public Statements

The Concessioner will forward all media inquiries concerning operations within the Area to the Service’s Media Relations Office.

C. Advertisements and Promotional Material

- (1) *Promotional Material.*
 - a) Approval. The Superintendent must approve all promotional material, including catalog sales, advertisements, and other forms of such visitor information in all formats (electronic media, audio, video, radio, television, and computer web sites) prior to any use including publication, distribution, and broadcast, etc. The Concessioner will contact the Concessions Management Office well in advance to establish specific time frames for review of new projects or major changes to existing materials. The Superintendent may require the Concessioner to remove from circulation any unapproved promotional material.
 - b) Promotional material distributed within the Area is restricted to services and facilities within the Area, unless the Superintendent approves exceptions.
 - c) The Concessioner may display promotional material at approved locations within Area visitor centers as well as within the Concession Facilities.

- d) Changes. The Concessioner must submit brochure text and layout changes to the Superintendent for review and approval at least 30 days prior to projected need/printing dates. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 days.
 - e) Service Publications. The Service's newspaper, *Yosemite Guide*, includes information on concessioner-operated facilities within the Area.
- (2) *Statements*.
- a) Authorization. Advertisements must include a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public in Yosemite National Park.
 - b) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employee.
 - c) Internet Sales. Sales via the Internet are gross receipts that are subject to fees and must be reported on the Annual Financial Report.

X. VOLUNTEERS IN PARKS (VIP) PROGRAM

The Concessioner may allow its employees to participate in the Service's Volunteers in Parks (VIP) program. More information on the Service VIP program can be found at www.nps.gov/volunteer.

XI. SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

All services are to be provided in a consistent, quality manner. The specific operating standards, as described in the following paragraphs, are considered Service minimums. The Concessioner is expected to make every effort to exceed these standards. The Concessioner will be responsible for monitoring its operations to ensure that quality standards are met.

A. General

This operation will comply with NPS Management Policies, Section 10.2.4.5 (Merchandise).

- (1) The photographic and art business will be operated by the Concessioner so that it emphasizes Ansel Adams and the history of art and photography within Yosemite National Park, as described below:
 - a) Because of the historic significance of Ansel Adams and other artists and photographers who worked in the Park (collectively "Yosemite Artists"), this photographic and art business must incorporate as the principal theme of its retail operations as well as reflect in its retail offerings the work of the Yosemite Artists. This theme must be historically accurate, fit with the setting and authorized use of the concession, and reflect the guidelines of the Yosemite National Park Gift Shop Mission Statement. (See Exhibit A-1).
 - b) In addition, the instruction in photographic and artistic methods offered shall reflect the work of the Yosemite Artists.
 - c) Consistent with this, the Concessioner must train its employees in the Yosemite Artists and provide direct visitor education and interpretation of the Yosemite Artists and the history of art and photography in Yosemite National Park.
- (2) Facility and merchandise displays should be clean, free of clutter, and organized in a safe and accessible manner.

B. Sale of Photographic and Art Supplies and Equipment (Required)

- (1) Quality photographic and art supplies and equipment will be available at a range of rates.
- (2) The supplies and equipment sold will allow visitors the opportunity to enhance their experience and learning of the Park in a way that is expressive in artistic and photographic forms.

C. Sale and Exhibition of Photographic and Art Work (Required)

- (1) Fine and general art and photography emphasizing Ansel Adams, other artists specific to Yosemite, and Area-related themes will be available for sale. Photographs and art work may be framed or unframed when sold.
- (2) As an extension to the exhibition of photographic and art work, the Concessioner may provide artist receptions up to 8 times per year at The Ansel Adams Gallery. Upon completion and approval of applicable public health applications, the Concessioner may offer limited food and beverage service for no charge to visitors during the two hour receptions. Any changes in how the receptions are conducted must first have the prior approval of the Superintendent and any changes must be submitted in writing to the Service at least 30 days in advance of the proposed event.

D. Photographic Equipment Rentals (Required)

Cameras (including digital), lenses, tripods and other such appropriate photographic equipment will be available for rent on an hourly, daily, and/or weekly basis and must be in good working condition.

E. Instruction in Photographic and Artistic Methods (Required)

- (1) A variety of photography and art instruction programs and methods for a range of skill levels will be provided by experienced, professional individuals in support of Service interpretive and resource themes, goals, and objectives.
- (2) All instruction programs will require prior Service approval.
- (3) A list of instruction programs will be submitted no later than November 30 for the following year.

F. Complimentary Visitor Education Programs (Required)

- (1) Free camera walks will be led by staff photographers and offered at least three times per week in the summer. Each walk will be limited to 15 people. At a minimum, topics will include basic information on the use of cameras (digital and film), composition, and exposure.
- (2) A film(s) about a Yosemite Artist(s) will be shown at least once per week to the general public. The film(s) must be relevant to Yosemite National Park and depict the biography, experience and/or techniques of a Yosemite Artist.
- (3) At least one additional complimentary program will be developed to educate Area visitors about a Yosemite Artist(s). The program will be offered once per week.
- (4) All complimentary visitor education programs will require prior National Park Service approval.

G. Sale of United States Indian Handicrafts (Required)

- (1) In accordance with 36 CFR 51, National Park Service Management Policies, Concessions Guidelines, the Area's Gift Shop Mission Statement, (Exhibit A, Attachment A-1) and other related documents, handicraft merchandise may be available for sale in a range of prices, but must be of good quality and indicative of an identifiable relationship to the Area; its environs; natural, cultural, and historical resources; and/or related themes. Rather than mass produced handicraft items, those items created in the local and surrounding communities are encouraged.
- (2) All authentic handicraft items sold will have certificates of authentication on file and shall be available upon request by the National Park Service.
- (3) Informational tags or signs will be displayed with merchandise.

H. Appropriate Merchandise Sales (Required)

- (1) The Service reviews all merchandising, including catalog sales, for appropriateness.
- (2) At the discretion of the Superintendent, certain items may be determined to be inappropriate and unacceptable for sale.
- (3) The Concessioner will procure Environmentally Preferable merchandise that also meets the Gift Shop Mission Statement approved by the Superintendent. The concessioner will purchase from vendors that use Environmentally Preferable practices and materials in manufacturing and shipping their merchandise.
- (4) Books and other publications will reflect photography and art themes. Other publications associated with or interpretive of the area will be considered as preferred merchandise. The Gift Shop Mission Statement should be reviewed in considering publications that may be sold. A range of rates for publications shall be available.

I. Photo Processing (Authorized)

- (1) The Concessioner may provide photo processing, including film and/or digital, within the existing footprint of the retail Concession Facility.
- (2) Equipment and technologies for photo processing will be provided in the most environmentally-sensitive manner and in compliance with applicable codes, regulations, policies, and planning guidelines.
- (3) Prior to offering this service, the Concessioner will submit a proposal for review and approval to the Service.
- (4) Photo processing will not include bulk processing.

J. Framing of Photographs and Art Work (Authorized)

- (1) The Concessioner may provide photograph and art work framing services to customers visiting the Area. Framing projects for local clientele may be incidental, but not a primary authorized service.

XII. INFORMATION MANAGEMENT

A. File Transfers

To the extent deemed possible and desirable by the Service, the Concessioner will coordinate data processing and information management activities with related Service activities. Such activities may include, but are not limited to, electronic mail exchange (up to 10 MB in size) and file transfers between computers. Any file transfers of information greater than 10 MB will rely on available File Transfer Protocol (FTP) sites. The Service and Concessioner will coordinate any such efforts.

B. Standards

The Concessioner may be required to provide data in a format consistent with Service-wide software standards and any applicable local standards when requested and, as capability exists. The Service will provide the Concessioner with current policy standards as necessary and when appropriate.

XIII. VISITOR'S ACKNOWLEDGEMENT OF RISK

- (1) The Concessioner may require guests to sign a Visitor's Acknowledgement of Risks form.
- (2) The Service-approved sample Visitor's Acknowledgement of Risks form is provided as Attachment A-2 to this Operating Plan.
- (3) The Concessioner will submit to the Superintendent for approval its proposed Visitor's Acknowledgement of Risks form, if any, within 60 days of the effective date of this Contract and at least 30 days in advance of any proposed changes in the form. If no Visitor's Acknowledgement of Risks form will be used, the Concessioner will advise the Superintendent of this intention within 60 days of the effective date of this Contract.
- (4) The Concessioner may not request or require guests participating in activities to sign a liability waiver form, insurance disclaimer and/or indemnification agreement.

XIV. REPORTING REQUIREMENTS

A. Concessioner Reports

The Concessioner will allow the Service to inspect supporting documentation for all operational reports upon request.

- (1) *General.*
 - a) Incident Reports. The Concessioner will immediately report to the Service Communication Center any fatalities or visitor-related incidents which could result in a tort claim to the United States, property damage over \$500, any employee or visitor injuries requiring more than minor first aid treatment, any fire, all motor vehicle accidents, any incident that affects the Area's resources, or any known or suspected violations of the law.
 - b) Human Illness Reporting. Any suspected outbreak of human illness must be reported promptly to the Service Sanitarian. A suspected outbreak of human illness is two or more persons with symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.

- c) Survey Response Data. All customer satisfaction data collected by third parties for the Concessioner will be provided to the Superintendent in summary form within 30 days of receipt. The Superintendent reserves the right to review supplemental information that supports the summary provided.
 - d) Environmental Report. The Concessioner will issue an annual environmental report that contains any violations, and addresses the current status of goals, policies, and procedures included in the EMP. This report is due by January 31 of each year. Reports will be submitted as outlined in Section 6 (b) of the Contract, above.
 - e) Visitor Comments. The Concessioner will provide tabulated summaries of all visitor comments 15 days after the month end and a year-to-date tabulation due January 15 each year.
 - f) Payment of Franchise Fees. In accordance with Section 10 (b) (3) of the Contract, all franchise fee payments shall be made electronically by the Concessioner. Evidence of such payment shall be provided to the Service Concessions Management Office by fax, email transmission or by regular mail within one business day following the day each payment is made.
- (2) *Concessioner Operational Reports.* An annual summary report will be due 30 days after the end of the calendar year, unless otherwise agreed upon by the Superintendent. This data should be presented in a concise spreadsheet format and include monthly breakdowns of the following:
- a) Merchandising.
 - i. Revenue by merchandise category (e.g. Native American handicraft, rentals, special or limited edition prints, framing services)
 - b) Educational and Instructional Programs.
 - i. Number of days offered by type
 - ii. Number of participants
 - iii. Revenue and revenue per participant, as applicable
 - c) Employee Housing.
 - i. Number of beds available and occupied
- (3) *Concessioner Financial Reporting.*
- a) The annual financial report (AFR) shall be submitted annually as soon as possible but not later than one hundred twenty (120) days after the last day of the Concessioner's fiscal year as required in the Contract.
- (4) *Asset Data.*
- a) Asset inventory (personal property list containing date of purchase, original cost, depreciation method, and depreciated value.))
 - b) Additional reporting as outlined in the Maintenance Plan, Exhibit E.

B. Summary of Initial and Recurring Due Dates

The following summarizes the preceding reporting requirements and details other reports, plans, payments and inspections that will be the responsibility of the Concessioner.

INITIAL AND RECURRING DUE DATES SUMMARY			
Title	Schedule	Due Date	Reference
Environmental Management Program	Initial	Within 60 days of execution of the Contract	Contract Section 6(b)(1)
Establish/Manage Repair and Maintenance Reserve	Initial	Upon execution of the Contract	Contract Section 9(c)(1)
Certificate of Insurance	Initial	Upon first purchase of insurance by the Concessioner	Contract Sections 11(b)(3) and 14(a)
Balance Sheet	Initial	Within 90 days of execution of the Contract	Contract Section 13(c)(1)
Fire Inspection	Initial	Within 30 days of initial occupancy	Operating Plan Section IV.E.(1)b)
Lost and Found Plan	Initial	Within 60 days of execution of the Contract	Operating Plan Sec. IV.F.(2)
Employee Handbook	Initial	Within 30 days of execution of the Contract	Operating Plan Sec. IV.G.(6)
Risk Management Program	Initial	Within 120 days of the effective date of execution of the Contract	Operating Plan Sec. V.A.
Grounds and Landscape Maintenance Plan	Initial	120 days after the effective date of the Contract	Operating Plan Sec. VII.I.
Integrated Pest Management Program	Initial	Within one year of the effective date of the Contract	Operating Plan Sec. VII.K.
Pest Management Inspection	Initial	Within one year of execution of the Contract	Operating Plan Section VII.K.(1)
Visitor Use Form	Initial	Within 60 days of execution of the Contract	Operating Plan Section XIII. (3)
Environmental Report	Annually	January 31	Contract Section 6(b)(1) Operating Plan Section XIV.A.(1)d)
Hazardous Chemicals Inventory	Annually	October 1	Contract Section 6(d)(1) Operating Plan Section VI.(e)
Waste Stream Inventory	Annually	October 1	Contract Section 6(d)(1) Operating Plan Section VI.(D)(1)
Certificate of Insurance	Annually	As specified in the Contract	Contract Sections 11(b)(3) and 14(a)
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year	Contract Section 13 (b)(1) Operating Plan Section XIV.A (3).

INITIAL AND RECURRING DUE DATES SUMMARY			
Title	Schedule	Due Date	Reference
Operating Plan Review	Annually	Consultation with Concessioner -To be determined	Operating Plan Section I.
Fire Inspection	Annually	As outlined in Operating Plan	Operating Plan Section IV.E.(1)b)
Risk Management Program Updates	Annually	November 30 of the preceding year	Operating Plan Section V.A.
Pesticide Request Form	Annually	Before December 31	Operating Plan Section VII.K.
List of Instruction Programs	Annually	No later than November 30 for the following year	Operating Plan Section XI.E.(3)
Visitor Comment Year-to-Date Tabulations	Annually	January 15	Operating Plan Section XIV.(1)(e)
Concessioner Operational Reports	Annually	30 days after the end of the calendar year	Operating Plan Section XIV.A.(2)
Report of electrical use by building and source including year on year changes	Annually	January 31	Operating Plan Section VI. (2)
Fire Inspection	Monthly	As outlined in Operating Plan	Operating Plan Section IV.E(1)c)
Franchise Fee Payment	Monthly	Within 15 days after the last day of each month the Concessioner operates	Contract Section 10 (b)(1) Operating Plan Section XI.K.
Visitor Comment Tabulated Summaries	Monthly	15 days after the month end	Operating Plan Section XIV.(1)(e)
Notification of Releases	As required	Immediate	Contract Section 6(d)(3)
Notice of Violation	As required	Immediate	Contract Section 6(d)(4)
Notice of Communication with Regulatory Agencies	As required	Depending upon communication, timely written advance notice or timely notice	Contract Section 6(d)(5)
Proposed Content	As required	Prior to offering programs, exhibits, displays or materials	Contract Section 7(b)
Other Reports and Data Regarding Performance	As required	When requested by the Director	Contract Section 14(c)
Employee Housing Inspections	As required	Within 30 days of an employee's initial occupancy	Operating Plan Section IV.E.(1)e)
Pest Management Inspection	As required	Not less than every 5 years after the initial inspection	Operating Plan Section VII.K.
Certificate of Insurance Any Material Change	Immediate	Upon change – as outlined in the Contract	Contract Sections 11(b)(3) and 14(a)
Written Rate Increase Request	As needed	At least 60 days prior to proposed implementation dates	Operating Plan Sec. IV.B.(3)a)
Visitor Use Form	As needed	At least 30 days in advance of any proposed change	Operating Plan Section XIII. (3)

Effective: June 1, 2011

Attachments to Exhibit A

ATTACHMENT	TITLE	REFERENCE
A-1	Gift Shop Mission Statement	Section XI.A.(2)a)
A-2	Sample Visitors Acknowledgement of Risks form	Section XIII.